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Attorneys for Defendant Patriarch Partners, LLC

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

-----X)	
JASON P. COLODNE,)	No. 08cv2370 (GBD)
)	
Plaintiff,)	
)	<u>ANSWER OF PATRIARCH</u>
v.)	<u>PARTNERS, LLC TO THE</u>
)	<u>COMPLAINT</u>
PATRIARCH PARTNERS, LLC,)	
)	
Defendants)	
-----X)	

Defendant Patriarch Partners, LLC ("Patriarch") by its attorneys, Brune & Richard LLP, files its answer and Affirmative Defenses to the Complaint ("Complaint") filed in the above-captioned case as follows:

1. Deny.

JURISDICTION AND VENUE

2. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 2 of the Complaint.

3. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 3 of the Complaint.

THE PARTIES

4. Patriarch lacks knowledge or information sufficient to form a belief concerning the truth or falsity of the allegations contained in paragraph 2 of the Complaint.

5. Admit.

6. Deny.

7. Deny.

8. Deny.

FACTS

9. Admit.

10. Deny.

11. Deny that Ms. Tilton “knew” Mr. Colodne had experience. Admit that Ms. Tilton trusted Mr. Colodne.

12. Deny.

13. Deny.

The Employment Agreement

14. Admit.

15. Patriarch admits that it executed an employment agreement with Mr. Colodne and refers to the employment agreement in response to the allegations regarding the terms and conditions of the agreement.

16. Deny.

17. Deny.

18. Deny.

19. Deny.

20. Deny.

21. Patriarch denies the allegation in paragraph 21 of the Complaint and refers to the employment agreement in response to the allegations regarding the terms and conditions of the agreement.

22. Deny.

BREACH OF CONTRACT

23. Patriarch repeats each and every answer above as if set forth at length herein.

24. Deny.

25. Deny.

26. Deny.

27. Deny.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

The Complaint is barred, in whole or in part, because Plaintiff repudiated and materially breached the Employment Agreement.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

The Complaint is barred, in whole or in part, by the doctrine of estoppel.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

The Complaint is barred, in whole or in part, by the doctrine of accord and satisfaction.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

The Complaint is barred, in whole or in part, because Plaintiff failed to mitigate his alleged damages.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

The Complaint is barred pursuant to the doctrine of unclean hands.

Dated: March 27, 2008
New York, New York

BRUNE & RICHARD

By: s/Hillary Richard
Hillary Richard (6941)
Rishi Bhandari (1234)

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Attorneys for Defendant Patriarch
Partners, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing ANSWER OF PATRIARCH PARTNERS, LLC TO THE COMPLAINT have been served upon the following by U.S. First class mail, postage prepaid, this 27 day of March 2008:

Robert D. Kraus, Esq.
Kraus & Zuchlewski, LLP
500 Fifth Avenue, Suite 5100
New York, New York 10110

Attorneys for Plaintiff

BRUNE & RICHARD

By: s/Hillary Richard
Hillary Richard (6941)